

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
GE Financial Services, Inc.	FORMERLY Merrill Lynch Business Financial Services, Inc.	01/19/2012	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
Name:	Discovery Laboratories, Inc.
Street Address:	2600 Kelly Road
Internal Address:	suite 100
City:	Warrington
State/Country:	PENNSYLVANIA
Postal Code:	18976-3622
Entity Type:	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Serial Number:	78577978	INSPIRED INNOVATION
Serial Number:	78577412	DISCOVERYLABS
Serial Number:	76555385	AEROSURF
Serial Number:	76617347	WARMING CRADLE

<b>CORRESPONDENCE DATA</b>	
Fax Number:	(215)488-9557
Phone:	215-488-9346
Email:	mvolin@discoverylabs.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Marina E Volin
Address Line 1:	2600 Kelly Road
Address Line 4:	Warrington, PENNSYLVANIA 18976

NAME OF SUBMITTER:	Marina E Volin
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OP \$115.00 78577978

Signature:	/Marina E Volin/
Date:	01/24/2012
<b>Total Attachments: 6</b> source=GE Release of Trademark Security Agreement with DSCO#page1.tif source=GE Release of Trademark Security Agreement with DSCO#page2.tif source=GE Release of Trademark Security Agreement with DSCO#page3.tif source=GE Release of Trademark Security Agreement with DSCO#page4.tif source=GE Release of Trademark Security Agreement with DSCO#page5.tif source=GE Release of Trademark Security Agreement with DSCO#page6.tif	

**RELEASE OF  
TRADEMARK SECURITY AGREEMENT**

This Agreement is entered into as of this 19th day of January, 2012 ("Effective Date"), between GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.) ("Secured Party") and Discovery Laboratories, Inc. ("Company").

**RECITALS**

A. Secured Party and Company entered into the Trademark Security Agreement, dated as May 21, 2007 (the "Existing IP Agreement"), pursuant to which Company granted a security interest in favor of Secured Party in and to the Trademark Collateral (as defined in the Existing IP Agreement).

B. Company desires that Secured Party release its security interest in and to the Trademark Collateral upon the terms and conditions set forth in this Agreement.

Therefore, in consideration of these Recitals, any sums to be paid, any rights granted, and the mutual promises contained in this Agreement, the parties agree to the following:

**1. RELEASE**

1.1 Secured Party, without recourse, representation, warranty or other assurance of any kind, hereby releases and terminates its security interest in the Trademark Collateral, as more particularly described on Exhibit A hereto.

**2. SECURED PARTY'S REPRESENTATIONS**

2.1 Secured Party makes no representations, warranties or other assurances of any kind. In particular, there are no express or implied warranties: (a) of merchantability or fitness for a particular purpose; or (b) that use of the Trademark Collateral does not infringe any existing Trademarks or other intellectual property rights. In addition, nothing in this Agreement may be deemed to be a representation or warranty by Secured Party of the validity of any Trademarks

and/or Trademark applications or the accuracy, safety, efficacy, or usefulness, for any purpose, of the Trademarks and/or Trademark applications constituting Trademark Collateral. Secured Party has no obligation, express or implied, to supervise, monitor, review or otherwise assume responsibility for the production, manufacture, testing, marketing or sale of any product or service. Secured Party has no liability whatsoever to Company, or any third parties, for or on account of any injury, loss, or damage, of any kind or nature, sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon Company or any other person or entity, arising out of or in connection with or resulting from:

- (i) the production, use, practice, lease, or sale of any product or service;
- (ii) the use of the rights granted to Company herein; or
- (iii) any advertising or other promotional activities with respect to any of the foregoing.

### 3. MISCELLANEOUS

3.1 This Agreement is entered into in the State of New York and must be interpreted in accordance with and its performance governed by the laws of the State of New York without reference to its conflicts of laws provisions.

*[This space left blank intentionally.]*

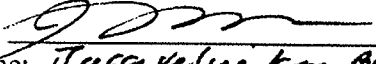
4 - Entire Understanding

4.1 This Agreement represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties concerning the subject matter hereof, and is not subject to any change or modification except by the execution of a written instrument subscribed to by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of January 17, 2012.

Secured Party:

**GE BUSINESS FINANCIAL SERVICES INC. (FORMERLY KNOWN AS MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.)**

By:   
Name: Jacqueline Kim Chealingson  
Title: Duly Authorized Signatory

Company:

**DISCOVERY LABORATORIES, INC.**

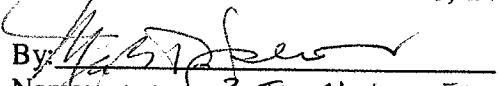
By:   
Name: Mary B. Templeton, Esq.  
Title: General Counsel, SVP and Corporate Secretary

Exhibit A

Trademarks and Trademark Applications

<u>FILE NO.</u>	<u>TRADEMARK</u>	<u>APPLN./REG. NO.</u>	<u>U.S.</u>	<u>CTM</u>
<u>D2625.0100</u>	<u>PULMOSURF</u>	<u>76/555375</u>	<u>Allow to abandon</u>	
<u>D2625.0101</u>	<u>PULMOSURF</u>	<u>003434099</u>		<u>Registered (Renewal due 10/23/2013)</u>
<u>D2625.0102</u>	<u>PREMISURF</u>	<u>76/555378</u>	<u>Allow to abandon</u>	
<u>D2625.0103</u>	<u>PREMISURF</u>	<u>003434421</u>		<u>Registered (Renewal due 10/23/2013)</u>
<u>D2625.0104</u>	<u>RESPISURF</u>	<u>76/555377</u>	<u>Statement of Use deadline extended to 5/3/07</u>	
<u>D2625.0105</u>	<u>RESPISURF</u>	<u>003434875</u>		<u>Registered (Renewal due 10/29/2013)</u>
<u>D2625.0106</u>	<u>HUMASURF</u>	<u>76/555376</u>	<u>Abandoned</u>	
<u>D2625.0107</u>	<u>HUMASURF</u>	<u>003432424</u>		<u>Abandoned</u>
<u>D2625.0108</u>	<u>AEROSURF</u>	<u>76/555385</u>	<u>Statement of Use deadline extended to 8/16/07</u>	
<u>D2625.0109</u>	<u>AEROSURF</u>	<u>003434677</u>		<u>Opposition pending</u>
<u>D2625.0110</u>	<u>AEROFACT</u>	<u>76/555384</u>	<u>Statement of Use deadline extended to 5/9/07</u>	
<u>D2625.0111</u>	<u>AEROFACT</u>	<u>003434371</u>		<u>Allow to become abandoned</u>
<u>D2625.0112</u>	<u>TRUSURF</u>	<u>76/555383</u>	<u>Abandoned</u>	
<u>D2625.0113</u>	<u>TRUSURF</u>	<u>003437051</u>		<u>Abandoned</u>
<u>D2625.0114</u>	<u>HUMANACT</u>	<u>76/555381</u>	<u>Abandoned</u>	
<u>D2625.0115</u>	<u>HUMANACT</u>	<u>003441995</u>		<u>Abandoned</u>
<u>D2625.0116</u>	<u>AFECTAIR</u>	<u>76/555380</u>	<u>Statement of Use deadline extended to 5/9/07</u>	
<u>D2625.0117</u>	<u>AFECTAIR</u>	<u>003432598</u>		<u>Registered (Renewal due 10/23/2013)</u>

<u>FILE NO.</u>	<u>TRADEMARK</u>	<u>APPLN./REG. NO.</u>	<u>U.S.</u>	<u>CTM</u>
<u>D2625.0118</u>	<u>ACTISURF</u>	<u>76/555392</u>	<u>Statement of Use deadline extended to 5/3/07</u>	
<u>D2625.0119</u>	<u>ACTISURF</u>	<u>003442051</u>		<u>Registered (Renewal due 10/23/2013)</u>
<u>D2625.0120</u>	<u>NEOSURF</u>	<u>76/555379</u>	<u>Statement of Use deadline extended to 5/7/07</u>	
<u>D2625.0121</u>	<u>NEOSURF</u>	<u>003434487</u>		<u>Registered (Renewal due 10/23/2013)</u>
<u>D2625.0122</u>	<u>WARMING CRADLE</u>	<u>76/617347</u>	<u>Statement of Use deadline extended to 7/24/07</u>	
<u>D2625.0123</u>	<u>WARMING CRADLE</u>	<u>004067336</u>		<u>Registered (Renewal due 10/10/2014)</u>
<u>D2625.0125</u>	<u>DISCOVERYLABS</u>	<u>78/577412</u>	<u>Statement of Use deadline extended to 8/21/07</u>	
<u>D2625.0126</u>	<u>DISCOVERYLABS</u>	<u>004296737</u>		<u>Opposition filed by Dentaurum JP – settlement negotiations</u>
<u>D2625.0127</u>	<u>INSPIRED INNOVATION</u>	<u>78/577978</u>	<u>Statement of Use due 5/28/07</u>	
<u>D2625.0139</u>	<u>INSPIRED INNOVATION</u>	<u>004296745</u>		<u>Appeal denied.</u>
<u>D2625.0128</u>	<u>INSPIRATION DELIVERED</u>	<u>78/595884</u>	<u>Pending (Final rejection issued 6/21/06)</u>	
<u>D2625.0132</u>	<u>INSPIRATION DELIVERED</u>	<u>004365706</u>		<u>Registered (Renewal due 3/31/2006)</u>
<u>D2625.0129</u>	<u>ADVANCING INSPIRATION</u>	<u>78/577422</u>	<u>Statement of Use due 5/21/07</u>	
<u>D2625.0131</u>	<u>ADVANCING INSPIRATION</u>	<u>004298105</u>		<u>Registered (Renewal due 2/28/2015)</u>
<u>D2625.0133</u>	<u>NEOFAX</u>	<u>004238523</u>		<u>Registered (Renewal due 1/14/2015)</u>

<u>FILE NO.</u>	<u>TRADEMARK</u>	<u>APPLN./REG. NO.</u>	<u>U.S.</u>	<u>CTM</u>
<u>D2625.0134</u>	<u>NEOFAX</u>	<u>78/577433</u>	<u>Agreement with Novartis</u>	
<u>D2625.0135</u>	<u>SURFEXA</u>	<u>004238473</u>		<u>Registered (Renewal due 1/14/2015)</u>
<u>D2625.0136</u>	<u>SURFEXA</u>	<u>78/577457</u>	<u>Statement of Use deadline extended to 4/18/07</u>	
<u>D2625.0137</u>	<u>LUCINEX</u>	<u>004238374</u>		<u>Withdrawn</u>
<u>D2625.0138</u>	<u>LUCINEX</u>	<u>78/577448</u>	<u>Abandoned</u>	
<u>D2625.0140</u>	<u>INSPIRATION INSIDE</u>	<u>78/577428</u>	<u>Abandoned</u>	
<u>D2625.0141</u>	<u>SURFAXIN INSIDE</u>	<u>004297693</u>		<u>Abandoned</u>
<u>D2625.0142</u>	<u>SURFAXIN &amp; Design</u>	<u>78/697409</u>	<u>Statement of Use due 8/29/07</u>	
<u>D2625.0143</u>	<u>SURFAXIN &amp; Design</u>	<u>004607891</u>		<u>Registered (Renewal due 8/25/2015)</u>